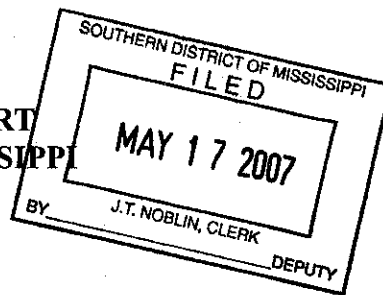


IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION



MEMORIAL HOSPITAL AT GULFPORT §

PLAINTIFF

v. §

CAUSE NO. 1:04CV709-LG-RHW

AETNA HEALTH MANAGEMENT, INC. §

DEFENDANT

**FINAL JUDGMENT**

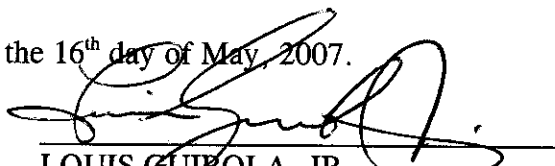
This action came on for trial on Monday, May 14, 2007, before the Court and a jury, Honorable Louis Guirola, Jr., United States District Judge, presiding, and the issues having been duly tried and the jury having heard all of the evidence and argument of counsel and receiving instructions of the Court, including a Verdict Form, retired to consider their verdict and returned upon their oaths, into open Court, the following verdict, to-wit:

1. Do you find beyond a reasonable doubt that both Memorial Hospital and Aetna intended to include a first dollar stop loss provision in their 2001 Contract Amendment and that as a result of the mutual mistake of both Memorial Hospital and Aetna a second dollar stop loss provision was placed into the 2001 Contract Amendment?

Answer: Yes \_\_\_\_\_ No X

IT IS THEREFORE ORDERED AND ADJUDGED, that the Plaintiff, Memorial Hospital at Gulfport, take nothing, that the action be dismissed on merits, and that the Defendant, Aetna Health Management, Inc., recover of the Plaintiff, Memorial Hospital at Gulfport its costs of action.

SO ORDERED AND ADJUDGED this the 16<sup>th</sup> day of May, 2007.

  
LOUIS GUIROLA, JR.  
UNITED STATES DISTRICT JUDGE